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COMPANIES FORM No. 395

Particulars of a mortgage or charge

902858/39
395

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

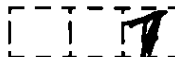
CHFP025

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number



05479695

Name of company

* UTOPIA GROUP LIMITED (the "Chargor")

Date of creation of the charge

7 July 2009

Description of the instrument (if any) creating or evidencing the charge (note 2)

Debenture (the "**Debenture**") dated 7 July 2009 made by the Chargor in favour of Ian William Hall (in his capacity as security trustee for the Beneficiaries (as defined below)) (the "**Security Trustee**")

Amount secured by the mortgage or charge

Pursuant to the Debenture, the Chargor covenants that it will on demand of the Security Trustee pay and discharge all or any of the Secured Liabilities when due.

"**Beneficiaries**" means the Security Trustee and the Lender;

"**Guarantee**" means the guarantee dated on or about the date of the Debenture granted by Utopia Group Limited, Utopia Furniture Limited, Barrhead Sanitary Ware Limited and Barrhead International Limited in favour of the Security Trustee in respect of the liabilities of the Parent to the Security Trustee under the Loan.

"**Lenders**" means Ian William Hall and David Conn;

"**Loan**" means the loan of £1,000,000 made by the Lenders to the Chargor on or around the date hereof and any subsequent loan from the Lenders to the Chargor;

"**Parent**" means Utopia Bathroom Group Limited (company number 6285982);

"**Secured Liability**" means all money, liabilities and obligations now or in the future owing or payable by the Chargor under or in connection with the Guarantee to the Beneficiaries or any of them (together the "**Secured Liabilities**").

Names and addresses of the mortgagees or persons entitled to the charge

Ian William Hall as Security Trustee for the Beneficiaries, Penwood House, Penwood Lane, Wolverhampton,

Postcode WV4 5JJ

Presentor's name address and reference (if any):

Cobbetts LLP

1 Colmore Square, Birmingham, B4 6AJ

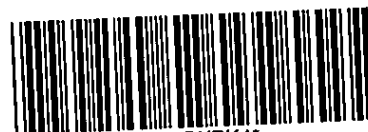
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For official
Mortgage Set

FRIDAY

WEDNESDAY

A28



A26

AT6GKBK4

15/07/2009

274

COMPANIES HOUSE

10/07/2009

58

COMPANIES HOUSE

Time critical reference

Short particulars of all the property mortgaged or charged

Pursuant to the Debenture and as a continuing security for payment of the Secured Liabilities, the Chargor with full title guarantee charges to the Security Trustee all its right, title and interest from time to time in each of the following assets:

(a) by way of first legal mortgage all Land which is described in Schedule 1 (*Details of Land*) to the Debenture (none specified) and all other Land now vested in the Chargor;

(b) by way of first fixed charge all other Land now vested in the Chargor (to the extent not effectively charged by Clause 3.1(a)) of the Debenture (being as set out in paragraph (a) above) and all Land acquired by the Chargor after the date of this Debenture;

(c) by way of equitable mortgage or (if or to the extent that the Debenture does not take effect as a mortgage) by way of first fixed charge the Shares;

(d) by way of first fixed charge: (i) the Securities; (ii) the Intellectual Property; (iii) the Monetary Claims; (iv) the Fixed Plant and Equipment; (v) the Loose Plant and Equipment; (vi) the Related Rights under or in connection with the Shares, the Securities, the Accounts (other than the Assigned Accounts), the Intellectual Property, the Monetary Claims, the Fixed Plant and Equipment and the Loose Plant and Equipment; (vii) the Specific Contracts, the Insurances, the Assigned Accounts and other agreements and all Related Rights in respect of such Charged Property; and (viii) its present and future goodwill and uncalled capital.

See continuation page

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

Particulars as to commission allowance or discount (note 3)

Nil

Signed

Gobbell LLP

Date

9 July 2009

On behalf of ~~XXXXXX~~ [mortgagee/chargee] †

A fee is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

† delete as appropriate

CHFP025

Particulars of a mortgage or charge (continued)

Please do not
write in this
binding margin

Continuation sheet No 1
to Form No 395 and 410 (Scot)

*Please complete
legibly, preferably
in black type, or
bold block lettering*

Company Number

05479695

Name of Company

UTOPIA GROUP LIMITED (the "Chargor")

Limited*

* delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Amount due or owing on the mortgage or charge (continued)

Please do not
write in this
binding margin

*Please complete
legibly, preferably
in black type, or
bold block lettering*

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write in this
binding margin

Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

*Please complete
legibly, preferably
in black type, or
bold block lettering*

As continuing security for payment of the Secured Liabilities, the Chargor with full title guarantee charges to the Security Trustee by way of first floating charge the whole of the Chargor's undertaking and assets, present and future and wherever situated, which are not for any reason effectively charged or assigned (whether in law or equity) by way of fixed security by the Debenture, including, without limitation, any heritable property of the Chargor situated in Scotland.

*Please complete
legibly, preferably
in black type, or
bold block lettering*

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 will apply to any floating charge created by the Debenture.

NEGATIVE PLEDGE

The Chargor undertakes that it shall not, at any time during the subsistence of the Debenture, create or permit to subsist any Security over all or any part of the Charged Property, except for Permitted Security and/or as expressly permitted by the Security Trustee.

DEFINITIONS

"Account" means any account (including an Assigned Account) opened or maintained by the Chargor at any bank or financial institution.

"Assigned Account" means any Account that may from time to time be agreed by the Security Trustee and the Chargor to be an Assigned Account.

"Charged Property" means all the assets and undertaking of the Chargor which from time to time are, or purport to be, the subject of the security created in favour of the Security Trustee by or pursuant to the Debenture.

"Fixed Plant and Equipment" means all plant, machinery or equipment of the Chargor of any kind which does not for any reason constitute a Fixture, but is now or at any time directly or indirectly attached by any means and for any purpose to any land or building, whether or not it is removable or intended to form part of the land or building.

"Fixtures" means all things of any kind now or at any time affixed to land for any purpose, including, without limitation, trade and tenants fixtures.

"Insurances" means, together with those insurance policies details of which are set out in Schedule 3 (*Details of Material Insurances*) to the Debenture (none specified), any policy of insurance or assurance.

"Intellectual Property" means together with, but not limited to, the intellectual property details of which are set out in Schedule 4 (*Details of Intellectual Property*) to the Debenture (none specified) any of the following: (i) any registered intellectual property right in any territory or jurisdiction, including, without limitation, patents, trade marks, service marks, registered designs, and any similar right in any territory or jurisdiction and any applications or right to apply for any of the above; (ii) any invention, copyright, design right or performance right; (iii) any trade secrets, know-how and confidential information; and (iv) the benefit of any agreement or licence for the use of any such right.

"Land" means any estate, right or interest in or over land, whether legal or equitable, and wherever the land is situated including, without limitation, any buildings and Fixtures on land, and the benefit of any covenants or rights owed to any person or enforceable by him by virtue of the ownership possession or occupation of land but for these purposes **"Land"** excludes heritable property situated in Scotland.

"Loose Plant and Equipment" means, in relation to the Chargor, all plant, machinery, equipment and motor vehicles now or at any time owned by the Chargor as a capital asset which is not Fixed Plant and Equipment.

"Monetary Claims" means all book and other debts and monetary claims now or in the future owing to the Chargor (whether alone or jointly with any other person), whenever payable and whether liquidated or unliquidated, certain or contingent including, without limitation, credit balances on any Account, and together with all cheques, bills of exchange, negotiable instruments, credits and securities at any time given in relation to, or to secure payment of, any such debt.

"Permitted Security" shall have the meaning ascribed thereto in paragraphs (a) to (g) of the definition **"Permitted Security"** in the facilities agreement dated 26 September 2007 made between Utopia Bathroom Group Limited (1) the original borrowers named therein (2) the original guarantors named therein (3) and the Royal Bank of Scotland plc (4).

"Related Rights" means in relation to any Charged Property: (i) the proceeds of sale of any part of that Charged Property; (ii) all rights under any licence, agreement for sale or agreement for lease in respect of that Charged Property; (iii) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that Charged Property; and (iv) any moneys and proceeds paid or payable in respect of that Charged Property.

"Securities" means all the right, title and interest of the Chargor, now or in the future, in any: (i) stocks, shares, bonds, debentures, loan stocks, or other securities issued by any person; (ii) warrants, options or other rights to subscribe, purchase or otherwise acquire any stocks, shares, bonds, debentures, loan stocks or other securities or investments issued by any person; and (iii) units or other interests in any unit trust or collective investment scheme; other than the Shares.

"Security" means any mortgage, charge, pledge, lien, hypothecation or other security interest of any kind and any right of set-off, assignment, trust, flawed asset or other agreement or arrangement whatsoever for the purpose of providing security or having a similar effect to the provision of security.

"Shares" means all of the shares in the capital of each of the companies specified in Schedule 2 (*Details of Shares*) to the Debenture (none specified) held by, to the order of or on behalf of, the Chargor at any time.

"Specific Contracts" means: (i) the acquisition agreement dated 26 September 2007 in relation to the shares of Utopia Group Limited and (ii) any other contract designated as such by the Security Trustee and the Chargor.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

**COMPANY NO. 5479695
CHARGE NO. 7**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 7 JULY 2009
AND CREATED BY UTOPIA GROUP LIMITED FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY
TO IAN WILLIAM HALL AS SECURITY TRUSTEE FOR THE
BENEFICIARIES UNDER THE TERMS OF THE
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1
PART XII OF THE COMPANIES ACT 1985 ON THE 15 JULY 2009**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17 JULY 2009



Companies House
— for the record —



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**